vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.3854 OF 2003

SEUS Air Services Pvt. Ltd. ... Plaintiff

V/s.

Vamadev Exports & Ors. ... Defendants

Mr.Raj Patel with Aradhana Bansal i/b M/s.Hariani & Company for Plaintiff
None for Defendants

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **APRIL 17, 2006**

P.C.:

. The Plaintiff has filed the suit for recovery of Rs.10,86,919/- together with interest on Rs.8,36,060/- @21% per annum from the date of the suit till payment. The plaintiff claims this amount on the basis of the goods sold and delivered to the Defendants. The bills were signed and delivered by the plaintiff to the Defendants. The Defendants accepted the bills raised by the Plaintiffs without any demur. There is no dispute that goods have been received by the Defendants.

2. The plaintiff issued a notice under section 138 of the Negotiable Instruments Act on 24.6.2002 calling upon the Defendants to pay the amount due. Accordingly, the amount of Rs.300,225/- was paid and thereafter a sum of Rs.1,00,000/-. However, the balance amount is still due and payable to the Plaintiff. The demand notice sent by the Plaintiff to the defendants has not been

replied.

3. The plaintiff has set out the particulars of claim at Exhibit A to the plaint. Documents in support of the plaintiff's case have also been filed on record alongwith a list thereto.

4. Nobody appears for the Defendants. An affidavit of service is filed.

5. In the circumstances, the suit is decreed in terms of prayer clause (a). However, the defendants shall pay the amount of Rs.10,86,919/- to the plaintiff alongwith interest @ 6% per annum from the date of filing of the suit till realisation and the amount of Rs.8,36,060/- @ 6% per annum.

6. Certified copy expedited.